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17 Attorneys for Defendant  
18 INTUIT INC.

19 UNITED STATES DISTRICT COURT

20 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

21 IN RE: HIGH-TECH EMPLOYEE  
22 ANTITRUST LITIGATION

23 **Master Docket No. 11-CV-2509-LHK**

24 THIS DOCUMENT RELATES TO:  
25 ALL ACTIONS

26 **DEFENDANT INTUIT INC.'S  
27 RESPONSE TO PLAINTIFFS' FIRST  
28 SET OF INTERROGATORIES RE:  
IDENTIFICATION OF WITNESSES**

29

1 Pursuant to Federal Rules of Civil Procedure 33, defendant Intuit Inc. ("Intuit") hereby  
 2 responds and objects to Plaintiffs' First Set of Interrogatories re: Identification of Witnesses.

3 **INITIAL STATEMENT**

4 Intuit's responses and objections to Plaintiffs' First Set of Interrogatories re: Identification  
 5 of Witnesses are based on Intuit's current information after a reasonably diligent search. These  
 6 responses and objections are subject to change based on additional information that may come to  
 7 light as a result of discovery and further investigation. Intuit expressly reserves the right to  
 8 supplement, amend, or correct any or all of the responses.

9 **GENERAL OBJECTIONS**

10 Intuit asserts the following General Objections. Each individual response is subject to,  
 11 and is limited in accordance with, the following General Objections.

12 1. Intuit objects to the "Definitions," "Instructions," and each Interrogatory to the  
 13 extent that they seek to impose obligations beyond those imposed by the Federal Rules of Civil  
 14 Procedure, Local Rules of this Court or any order entered by the Court in this action.

15 2. Intuit objects to each Interrogatory to the extent that it calls for information  
 16 protected by the attorney-client privilege, the attorney work product doctrine, the joint defense  
 17 privilege, the common interest doctrine or any other applicable privilege or doctrine. No such  
 18 information will be produced, and any inadvertent production shall not be deemed a waiver of  
 19 any privilege or protection. Intuit will refer to this objection as the "Privilege Objection."

20 3. Intuit objects to this discovery to the extent it requests information that qualifies  
 21 for protection under Federal Rule of Civil Procedure 26(c), including without limitation trade  
 22 secrets, proprietary information, other confidential commercial information or sensitive  
 23 information or information the disclosure of which is prohibited by federal or state law, rule or  
 24 regulation. This objection will hereafter be referred to as the "Confidential Information  
 25 Objection."

26 4. Intuit objects to this discovery to the extent that the terms used are so amorphous  
 27 and overbroad that they either make the request if literally read so overbroad and burdensome as  
 28 to be unreasonable and beyond the bounds of relevance and/or make it difficult for Intuit to

1 ascertain, with specificity sufficient to allow Intuit to conduct a search, what information  
 2 Plaintiffs are seeking. This objection will hereafter be referred to as the “Vague and Ambiguous  
 3 Objection.”

4       5. Intuit objects to this discovery to the extent the scope of the Interrogatory is  
 5 overbroad and burdensome. This occurs when the discovery seeks information that is not  
 6 reasonably calculated to lead to the discovery of admissible evidence or where the burden of  
 7 producing the requested information far outweighs their relevance to the claims or defenses or the  
 8 benefit to plaintiff. This objection will hereafter be referred to as the “Burden Objection.”

9       6. Intuit objects to the extent that this discovery violates the applicable procedural  
 10 statutes or rules to the extent that it is compound, conjunctive or disjunctive, resulting in  
 11 Plaintiffs’ disguising the true amount of discovery they are taking and makes the call of the  
 12 interrogatory impossible to ascertain. Intuit will treat each subpart as a separately propounded  
 13 interrogatory. This objection will hereafter be referred to as the “Compound Objection.”

14       7. By responding to an Interrogatory with a defined term, Intuit is not by implication  
 15 agreeing with any such definition.

16       8. Intuit objects to the definition of “agreement” as argumentative, misleading, vague  
 17 and ambiguous, assuming facts not in evidence, and to the extent it purports to reach a legal  
 18 conclusion.

19       9. Intuit interprets “cold-calling” and “cold-call” to mean communicating directly in  
 20 any manner (including, without limitation, orally, in writing, telephonically, or electronically)  
 21 with a potential employee who has not applied for a job or otherwise initiated contact with the  
 22 entity making the cold-call.

23       10. Intuit objects to the definition of “co-conspirators” as argumentative, assuming  
 24 facts not in evidence, and to the extent that it purports to reach a legal conclusion regarding the  
 25 defendants.

26       11. Intuit objects to the use of term “competitor” in Interrogatory Nos. 5 and 7 as  
 27 undefined, vague, ambiguous, overbroad, unduly burdensome, misleading and seeking  
 28 information that is neither relevant nor reasonably calculated to lead to the discovery of

1 admissible evidence. In light of the use of the defined term “agreements” and without regard to  
2 whether Intuit competed with any defendant, Intuit interprets “competitors” to refer to the  
3 defendants in this case.

4 12. Intuit objects to the definition of the terms “you,” “your,” and “your company” in  
5 paragraph 14 as overbroad, unduly burdensome, seeking information that is neither relevant nor  
6 reasonably calculated to lead to the discovery of admissible evidence, and seeking information  
7 not in the possession, custody or control of Intuit. Intuit further objects to the extent it purports to  
8 impose a duty on Intuit to obtain information in the possession, custody or control of others,  
9 including third-party entities. Intuit interprets “you,” “your,” and “your company” to refer to  
10 Intuit Inc.

11 13. Intuit objects to each interrogatory to the extent it calls for disclosure of  
12 information or materials already available to Plaintiffs or Plaintiffs’ counsel.

13 14. Intuit objects to each interrogatory to the extent it seeks identification of “all”  
14 persons or employees as overbroad, unduly burdensome, seeking information that is neither  
15 relevant nor reasonably calculated to lead to the discovery of admissible evidence, and seeking  
16 information not in the possession, custody or control of Intuit. Intuit further objects to the extent  
17 it purports to impose a duty on Intuit to obtain information in the possession, custody or control  
18 of others, including third-party entities or to the extent that answering fully would require Intuit to  
19 interview each of its past and current employees.

20 15. Intuit objects to Instruction No. 1 as being compound, overbroad, unduly  
21 burdensome, requesting information not in the possession of Intuit and as seeking to impose  
22 obligations beyond those established by the Federal Rules of Civil Procedure, Local Rules of this  
23 Court or any order entered by the Court in this action. For example, Intuit is under no obligation  
24 to determine whether employees, agents or executives have agreed to accept service through  
25 counsel. Intuit remains open to meet and confer with plaintiffs about service issues. Intuit further  
26 objects to the phrase “the years about which the person has the knowledge identified by the  
27 interrogatory” as vague, ambiguous, and unduly burdensome. Intuit will provide the person’s  
28 name, current job title, state of residence, and, for former employees, last known address.

16. Intuit objects to Instructions 3 and 5 to the extent seeking to impose obligations beyond those established by the Federal Rules of Civil Procedure, Local Rules of this Court or any order entered by the Court in this action.

17. Intuit objects to the relevant time period identified in Instruction Nos. 1 and 4 as overbroad and unduly burdensome. For the purposes of Intuit's responses, the relevant time period will be January 1, 2004 through May 28, 2009, the date a Civil Investigative Demand regarding recruiting practices was received by Intuit.

18. No admission of any kind is to be implied or inferred from these responses. The fact that Intuit has responded to any Interrogatory is not an admission or concession of the existence of any facts set forth or assumed by such Interrogatory or that the response constitutes evidence of any fact set forth or assumed.

## **SPECIFIC RESPONSES AND OBJECTIONS TO REQUESTS**

**INTERROGATORY NO. 1:**

In order of corporate seniority, identify your employees who participated in decisions regarding agreements or discussions about agreements.

**RESPONSE TO INTERROGATORY NO. 1:**

Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to the terms “participated,” “decisions,” “agreements” and “discussions about agreements” as vague and ambiguous. Intuit further objects to the extent the interrogatory assumes that there was an agreement between Intuit and any other defendant. By responding to this interrogatory, Intuit does not concede the existence of any such agreement. Intuit objects to the phrase “in order of corporate seniority” on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Intuit responds as follows:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
				</																								

1 objects to the extent that Interrogatory No. 3 assumes that there was an agreement between Intuit  
 2 and any other defendant. By responding to this interrogatory, Intuit does not concede the  
 3 existence of any such agreement. Intuit objects to the phrase "in order of corporate seniority" on  
 4 the ground that it is undefined and may change over time.

5 Subject to and without waiving these objections and the General Objections, Intuit  
 6 responds as follows:

Name	Last Known State of Residence	Job Title
Scott Cook	CA	Chairman of Executive Committee
Sherry Whiteley	CA	Senior Vice President, Chief Human Resources Officer
Michael McNeal	CA	Vice President of Talent Acquisition and HR M&A

11 These employees may be contacted through counsel.

12 In addition, pursuant to Federal Rule of Civil Procedure 33(d), Intuit directs plaintiffs to  
 13 the emails or other documents Intuit has produced or will produce.

14 **INTERROGATORY NO. 4:**

15 Of the persons identified in response to Interrogatory No. 3, identify those who have  
 16 substantial knowledge regarding corporate decisions relating to agreements or discussions about  
 17 agreements.

18 **RESPONSE TO INTERROGATORY NO. 4:**

19 Intuit asserts the Vague and Ambiguous Objection. Intuit also objects to the terms  
 20 "substantial knowledge regarding corporate decisions" as vague and ambiguous. Intuit also  
 21 objects to the terms "agreements" and "discussions about agreements" as vague and ambiguous.  
 22 Intuit further objects to the extent that Interrogatory No. 4 assumes that there was an agreement  
 23 between Intuit and any other defendant. By responding to this interrogatory, Intuit does not  
 24 concede the existence of any such agreement. Intuit objects to the phrase "in order of corporate  
 25 seniority" on the ground that it is undefined and may change over time.

26 Subject to and without waiving these objections and the General Objections, Intuit  
 27 responds as follows:

Name	Last Known State of Residence	Job Title
Scott Cook	CA	Chairman of Executive Committee
Sherry Whiteley	CA	Senior Vice President, Chief Human Resources Officer

These employees may be contacted through counsel.

**INTERROGATORY NO. 5:**

Identify your executives, employees, or agents who participated in multilateral meetings or communications with competitors in which agreements or discussions about agreements occurred.

**RESPONSE TO INTERROGATORY NO. 5:**

Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to the terms “competitors,” “agreements” and “discussions about agreements” as vague and ambiguous. Intuit further objects to this interrogatory as argumentative and to the extent that it assumes that Intuit had multilateral meetings or communications. Intuit objects to the extent that Interrogatory No. 5 assumes that there was an agreement between Intuit and any other defendant. By responding to this interrogatory, Intuit does not concede the existence of any such agreement.

Subject to and without waiving these objections and the General Objections, Intuit responds as follows: Intuit is unaware of any executives, employees, or agents responsive to this interrogatory.

**INTERROGATORY NO. 6:**

Of the persons identified in response to Interrogatory No. 5 above, identify those who have substantial knowledge regarding the substance of the agreements or discussions about agreements.

**RESPONSE TO INTERROGATORY NO. 6:**

Intuit asserts the Vague and Ambiguous Objection. Intuit objects to the phrase “substantial knowledge” as vague and ambiguous. Intuit further objects to the terms “substance” as vague and ambiguous and interprets it to mean the terms and conditions of the agreements. Intuit also objects to the terms “agreements” and “discussions about agreements” as vague and

1 ambiguous. Intuit objects to the extent that Interrogatory No. 5 assumes that there was an  
 2 agreement between Intuit and any other defendant. By responding to this interrogatory, Intuit  
 3 does not concede the existence of any such agreement.

4 Subject to and without waiving these objections and the General Objections, Intuit  
 5 responds as follows: Intuit did not list any persons in response to Interrogatory No. 5.

6 **INTERROGATORY NO. 7:**

7 Identify your executives, employees, or agents who participated in bilateral meetings or  
 8 communications with competitors about agreements.

9 **RESPONSE TO INTERROGATORY NO. 7:**

10 Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to  
 11 the terms "competitors" and "agreements" as vague and ambiguous. Intuit further objects to this  
 12 interrogatory to the extent that it assumes that there was an agreement between Intuit and any  
 13 other defendant. By responding to this interrogatory, Intuit does not concede the existence of  
 14 any such agreement.

15 Subject to and without waiving these objections and the General Objections, Intuit  
 16 responds as follows:

Name	Last Known State of Residence	Job Title
Bill Campbell	CA	Chairman of the Board
Brad Smith	CA	President and Chief Executive Officer
Alex Lintner	CA	President of Global Business Division

21 These employees may be contacted through counsel.

22 **INTERROGATORY NO. 8:**

23 Of the persons identified in response to Interrogatory No. 7 above, identify those who  
 24 have substantial knowledge regarding the substance of the bilateral meetings and communications  
 25 with competitors.

26 **RESPONSE TO INTERROGATORY NO. 8:**

27 Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit objects to the

1 phrase “substantial knowledge” as vague and ambiguous. Intuit asserts the Vague and  
 2 Ambiguous and Compound Objections. Intuit also objects to the term “competitor” as vague and  
 3 ambiguous. Intuit further objects to this interrogatory as argumentative and to the extent that it  
 4 assumes that there was an agreement between Intuit and any other defendant. By responding to  
 5 this interrogatory, Intuit does not concede the existence of any such agreement.

6 Subject to and without waiving these objections and the General Objections, Intuit  
 7 responds as follows: See response to Interrogatory No. 7.

8 **INTERROGATORY NO. 9:**

9 Identify your employees who were involved in implementing, policing, or enforcing the  
 10 discussion or agreements, or who have substantial knowledge of the implementation, policing, or  
 11 enforcement of agreements or discussions.

12 **RESPONSE TO INTERROGATORY NO. 9:**

13 Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to  
 14 the terms “implementing,” “implementation,” “policing,” “enforcing,” and “enforcement” as  
 15 vague and ambiguous, assuming facts not in evidence, and to the extent they purport to reach a  
 16 legal conclusion. Intuit objects to the phrase “substantial knowledge” as vague and ambiguous.  
 17 Intuit also objects to the terms “agreements” and “discussion” as vague and ambiguous. Intuit  
 18 further objects to this interrogatory to the extent that it assumes that there was an agreement  
 19 between Intuit and any other defendant. By responding to this interrogatory, Intuit does not  
 20 concede the existence of any such agreement.

21 Subject to and without waiving these objections and the General Objections, Intuit  
 22 responds as follows:

Name	Last Known State of Residence	Job Title
Bill Campbell	CA	Chairman of the Board
Brad Smith	CA	President and Chief Executive Officer
Alex Lintner	CA	President of Global Business Division

28 These employees may be contacted through counsel.

**INTERROGATORY NO. 10:**

Of the persons identified in response to Interrogatory No. 9 above, identify those who have substantial knowledge regarding the implementation, policing, or enforcement of the agreements or discussions.

**RESPONSE TO INTERROGATORY NO. 10:**

Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to the terms “agreements,” “discussions,” “implementing,” “implementation,” “policing,” “enforcing,” and “enforcement” as vague and ambiguous, assuming facts not in evidence, and to the extent they purport to reach a legal conclusion. Intuit objects to the phrase “substantial knowledge” as vague and ambiguous. Intuit further objects to this interrogatory to the extent that it assumes that there was an agreement between Intuit and any other defendant. By responding to this interrogatory, Intuit does not concede the existence of any such agreement.

Subject to and without waiving these objections and the General Objections, Intuit responds as follows: See response to Interrogatory No. 9.

**INTERROGATORY NO. 11:**

Identify your employees who have knowledge of the effect(s) of the agreements on the compensation of your employees, or on the compensation of any Co-Conspirator’s employees.

**RESPONSE TO INTERROGATORY NO. 11:**

Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to the term “agreements” as vague and ambiguous. Intuit further objects to this interrogatory to the extent that it assumes that there was an agreement between Intuit and any other defendant. Intuit also objects to the interrogatory as argumentative and to the extent that it assumes that any such agreement had an effect on compensation. By responding to this interrogatory, Intuit does not concede the existence of any such agreement. Intuit objects to the extent that this interrogatory seeks expert testimony.

Subject to and without waiving these objections and the General Objections, Intuit responds as follows: Intuit is unaware of any such effects and thus is unaware of any employees who have such knowledge.

1     **INTERROGATORY NO. 12:**

2           Of those persons identified in response to Interrogatory No. 11 above, identify those  
 3 employees having substantial knowledge of the effect(s) of the agreements or discussions about  
 4 agreements on the compensation of your employees, or on the compensation of any Co-  
 5 Conspirator's employees.

6     **RESPONSE TO INTERROGATORY NO. 12:**

7           Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to  
 8 the terms "agreements" and "discussions" as vague and ambiguous. Intuit further objects to this  
 9 interrogatory to the extent that it assumes that there was an agreement between Intuit and any  
 10 other defendant. By responding to this interrogatory, Intuit does not concede the existence of any  
 11 such agreement. Intuit also objects to the interrogatory as argumentative and to the extent that it  
 12 assumes that any such agreement had an effect on compensation. Intuit objects to the phrase  
 13 "substantial knowledge of corporate decisions regarding agreements or discussions about  
 14 agreements" as vague and ambiguous. Intuit objects to the extent that this interrogatory seeks  
 15 expert testimony.

16           Subject to and without waiving these objections and the General Objections, Intuit  
 17 responds as follows: Intuit did not list any employees in response to Interrogatory No. 11.

18     **INTERROGATORY NO. 13:**

19           In order of corporate seniority, identify your employees who participated in discussions  
 20 with any antitrust regulatory authority regarding agreements or discussions about agreements.

21     **RESPONSE TO INTERROGATORY NO. 13:**

22           Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit also objects to  
 23 the terms "agreements" and "discussions" as vague and ambiguous. Intuit further objects to the  
 24 extent the interrogatory assumes that there was an agreement between Intuit and any other  
 25 defendant. By responding to this interrogatory, Intuit does not concede the existence of any such  
 26 agreement. Intuit objects to the phrase "in order of corporate seniority" on the ground that it is  
 27 undefined and may change over time.

28           Subject to and without waiving these objections and the General Objections, Intuit

1 responds as follows:

2 3 Name	4 5 Last Known State of Residence	6 7 Job Title
Laura Fennell	CA	Senior Vice President, General Counsel and Corporate Secretary
Kerry McLean	CA	Vice President Corporate Counsel

8 These employees may be contacted through counsel.

9 **INTERROGATORY NO. 14:**

10 Of the persons identified in response to Interrogatory No. 13 above, identify all persons  
11 who have substantial knowledge of discussions with any antitrust regulatory authority regarding  
12 agreements or discussions about agreements.

13 **RESPONSE TO INTERROGATORY NO. 14:**

14 Intuit asserts the Vague and Ambiguous and Compound Objections. Intuit objects to the  
15 phrase “substantial knowledge” as vague and ambiguous. Intuit also objects to the terms  
16 “agreements” and “discussions” as vague and ambiguous. Intuit further objects to the extent the  
17 interrogatory assumes that there was an agreement between Intuit and any other defendant. By  
18 responding to this interrogatory, Intuit does not concede the existence of any such agreement.  
19 Intuit objects to the phrase “in order of corporate seniority” on the ground that it is undefined and  
20 may change over time.

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Subject to and without waiving these objections and the General Objections, Intuit responds as follows: See response to Interrogatory No. 13.

Dated: March 12, 2012

JONES DAY

By: \_\_\_\_\_

Catherine T. Zeng

Attorneys for Intuit Inc.

## VERIFICATION

2 I, **Sherry Whiteley**, declare that I am authorized to execute this verification on behalf of  
3 defendant Intuit Inc. I have read the foregoing DEFENDANT INTUIT INC.'S RESPONSE TO  
4 PLAINTIFFS' FIRST SET OF INTERROGATORIES RE: IDENTIFICATION OF  
5 WITNESSES. Reserving the right to correct or amend the responses if errors or additional  
6 information is subsequently discovered, based on my own personal knowledge, information that I  
7 obtained from others with personal knowledge, and/or a review of records, I verify that the  
8 foregoing responses are true and correct to the best of my knowledge and belief.

9 I declare under penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct.

11 Executed this 12 day of March 2012 in Mountain View, California.

Sherry Mittley

Sherry Whiteley

SVI-103600v6

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18 INTUIT INC.

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20 UNITED STATES DISTRICT COURT  
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22 NORTHERN DISTRICT OF CALIFORNIA  
23  
24 SAN JOSE DIVISION

25 IN RE: HIGH-TECH EMPLOYEE  
26 ANTITRUST LITIGATION

27 Master Docket No. 11-CV-2509-LHK

28 THIS DOCUMENT RELATES TO:

**PROOF OF SERVICE BY U.S. MAIL**

ALL ACTIONS

**PROOF OF SERVICE BY MAIL**

I am a citizen of the United States and employed in Santa Clara County, California. I am over the age of eighteen years and not a party to the within-entitled action.

I am readily familiar with Jones Day's practice for collection and process of documents for mailing with the United States Postal Service, and that practice is that the documents are deposited with the United States Postal Service with postage fully prepaid the same day as the day of collection in the ordinary course of business.

My business address is Jones Day, 1755 Embarcadero Road, Palo Alto, California 94303.  
On March 12, 2012, a true and correct copy of the within documents:

1. **DEFENDANT INTUIT INC.'S RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES RE: IDENTIFICATION OF WITNESSES**

was delivered via U.S. Mail to:

See attached

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 12, 2012 at Palo Alto, California.

Lee Keith  
Lee Keith

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SVI-105160v1  
28 Proof of Service - Intuit's Response to Plaintiffs' First Set of Interrogatories